quired by sale under an execution from the district court upon a transcript of a justice judgment filed there, *held,* that such a judgment does not by filing the transcript, become a judgment of the district court so that it has power to entertain a motion to vacate the judgment for want of service of process. *Ray* v. *Harrison,* (Okla. 1912) 121 Pac. 633.

Where statutes provide, as in the present case, that execution may issue from a court in which a transcript of the judgment of another court has been filed, it is generally held that the judgment does not become a judgment of the court where the transcript is filed, except for the purposes specified in the statute, *Crosby* v. *Farmer,* 39 Minn. 305, 40 N. W. 71; *McCunn* v. *Barnett,* 2 E. D. Smith 521; *Littser* v. *Littser,* 151 Pa. 474, 25 Atl. 117; *Mabbett* v. *Vick,* 53 Wis. 158, 10 N. W. 84. FREEMAN, JUDGMENTS, Ed. 4 § 396. In the courts of Oklahoma a transcript of the judgment of a justice may be filed and execution issued thereon in the district court, while an appeal lies only to the county court; and as reasoned by the court in the principal case, to allow the judgment transcribed to become a judgment of the district court so as to give it power to inquire into the validity of the judgment would be inconsistent with the policy of the statutes. *Atchison T. & S. F. Ry. Co.* v. *McFarland* (Okla. 1912) 120 Pac. 559. It is generally held that where a transcript is taken from the justice court, the justice who rendered the judgment thereby loses authority to enforce it, revive it, or do anything with it. *Rahm* v. *Soper,* 28 Kan. 529, *Israel* v. *Nichols Shepard Co.* 37 Kan. 68, 14 Pac. 439. Where a justice judgment has become dormant it cannot be revived in the district court upon a transcript thereof. *Hinman* v. *M. K. & T. Ry. Co.* 83 Kan. 35, 110 Pac. 102. In order to obtain the advantages of a lien by this method it is necessary to comply with the requirements of the statute, as it is held that no lien can be acquired except by a substantial compliance with these provisions in every respect. *Hobson* v. *McCambridge,* 130 Ill. 367; *Belbase* v. *Ratto,* 69 Tex. 636, *Brooke* v. *Phillips,* 83 Pa. St. 183.

JUDGMENT—ESTOPPEL—HOMESTEAD.—A note signed by an agent of a firm contained a waiver of homestead, which waiver the agent had no authority to make. Suit was brought on the note and each member of the firm served with a copy of the petition, including a copy of the note containing the homestead waiver. No defence was filed to the suit, and judgment was entered thereon against the firm and each member individually. The pleadings or judgment contained no reference to the homestead waiver, save that copies of the note were attached to the petition. The fi. fa. issued on the judgment was assigned and was levied on the homestead of one partner, and on appeal, *held,* the property was not subject to execution, for the previous suit on the note did not work an estoppel to prohibit the setting up of the homestead as a defence. *Winkles* v. *Simpson Grocery Co.* (Ga. 1912) 75 S. E. 640.

All cases agree with the general principle of law here applied, that any point which was actually and directly in issue in a former suit and was there passed upon by a court of competent jurisdiction, cannot again be put in question in any further action between the parties or their privies. *Cromwell* v. *County of Sac,* 94 U. S. 351; *Kitson* v. *Farwell,* 132 Ill. 327, 23 N. E. 1024; *Bates* v. *Spooner,* 45 Ind. 489; *Foster* v. *The Richard Busteed,* 100 Mass. 409;

Petersine v. *Thomas,* 28 Oh. St. 596; *Tuska* v. *O'Brien,* 68 N. Y. 446. The difficulty comes only in the specific application of the rule. The principal case holds that the former suit adjudicated only the sum due on the note, *Drake* v. *Bush,* 57 Ga. 180, and decided nothing as to the homestead waiver. In *Dewey* v. *Peck,* 33 Ia. 242, the court said, "Where a party failed to plead matters which he might have pleaded in defence of an action, he will not * * * afterwards be permitted to set them up in avoidance of the judgment or of the title to property acquired at execution sale thereunder." Here the court seems to proceed on the basis of policy. These two cases may represent the limits of the application of the rule as to estoppel. For an extensive review of the whole subject, see BLACK, JUDGMENTS, § 693 *et. seq.*

MARRIAGE—WHAT LAW GOVERNS THE STATUS OF.—Libelee was domiciled in Turkey, and was an adherent of the Christian religion. He married a wife, who was also a Christian, and lived with her in Turkey. In 1902 he came to Massachusetts, leaving his wife in Turkey, with the intention that after having made some money he would return to his home country. He supported his wife by sending her money for about four years, when he learned that she had married a Mohammedan and had become a follower of that religion. Libelee then formed the intention of making his permanent home in Massachusetts, and two years later, he was married to libelant in that State. When libelant discovered the facts outlined above, she ceased to live with libelee, and now brings this petition to have their marriage declared null and void. It is the law of Turkey that, when a wife renounces Christianity, and embraces Mohammedanism and marries an adherent of that faith, that act of itself works dissolution of the former marriage. *Held,* the law of the domicile of the parties controls the status of marriage, and as by the law of Turkey libelee's former marriage was dissolved, he was therefore competent to contract a marriage with libelant. *Kapigian v. Der Minassian* (Mass. 1912) 99 N. E. 246.

The law laid down in the principal case is undoubtedly correct; *Haddock* v. *Haddock,* 201 U. S. 562; *Kinney* v. *Com.,* 30 Gratt. (Va.) 585; *Shaw* v. *Gould,* L. R. 3 H. L. 56. The peculiarity of the decision lies in the facts presented. It is not the recognition of a decree of a foreign court of competent jurisdiction, but it is the recognition of the law of a foreign nation which says that a mere act of one of the parties shall work a dissolution of the marriage. Similar situations have been presented relative to the Indian tribes: it has been held that the tribes have full authority to regulate their domestic relations, especially the status of marriage, according to their own peculiar customs, and such customs will be recognized as valid everywhere and for all purposes. *Yakima Joe* v. *To-Is-Lap* (1910) 191 Fed. 516; *Wall* v. *Williamson,* 8 Ala. 48; *Kobogum* v. *Jackson Iron Co.,* 76 Mich. 498, 43 N. W. 602; *Kalyton* v. *Kalyton,* 45 Oreg. 116, 74 Pac. 491; *Austin First Nat. Bank* v. *Sharpe,* 12 Tex. Civ. App. 223, 33 S. W. 676. But see contra, *Roche* v. *Washington,* 19 Ind. 53, 81 Am. Dec. 376; *State* v. *Ta-cha-na-ta,* 64 N. C. 614.